

UKPHR's Conditions of Registration 2018

2018 edition

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1. Introduction

About these Conditions of Registration

- 1.1 When you register with UKPHR you are entering into a legal agreement with us which places legally binding obligations on both of us. These Conditions of Registration and the Registration Application you complete set out the terms of the agreement between us. They refer to other policies and procedures, to UKPHR's rules and regulations and to our Code of Conduct. Together, these documents set out the details of your rights and obligations as a registrant.
- 1.2 You can find relevant policies and procedures, rules and regulations, our Code of Conduct and *Good Public Health Practice* online by clicking on the links in this document or in the 'Registration' section of our website.
- 1.3 In this document the word "Conditions" refers to these Conditions of Registration except where the context suggests otherwise.
- 1.4 You should make sure that you understand what is expected of you and what you can expect from us. If there is anything in the Registration Application, in these Conditions, or in any of the documents that are referred to that you do not understand, or that you wish to discuss, please contact us before you complete your registration. You should also check the Registration Application carefully before you submit it to make sure that all of the details are correct.

How to view our rules, regulations, policies and procedures

- 1.5 If you are reading these Conditions online you will be able to read the other documents that are referred to if you click on the links within this document. If you are reading a printed version of these Conditions you will be able to read all the other documents that are referred to by going online to UKPHR's website at www.ukphr.org and following the link to 'Registration'.

2. Summary of the main terms of the contract between us

- 2.1 This section sets out a brief summary of the main terms of your contract for registration with UKPHR. The full terms are set out throughout this document and in the other policy and regulatory documents referred to within this document.
- 2.2 This is a legally binding agreement between you and UKPHR for your registration.
- 2.3 You have to pay registration fees for your registration, including for annual renewal of your registration. If you do not pay your fees, UKPHR can end this agreement and remove your name from UKPHR's register and/or can take legal action to recover unpaid fees from you.
- 2.4 There may be additional costs of achieving registration (for example, portfolio assessment fees and restoration to registration after lapse), which in some circumstances UKPHR can require you to pay additionally.
- 2.5 You are agreeing that UKPHR can use your personal information to maintain the register, to provide support for your registration, and for other purposes related to the effective operation of the register, for example, contacting an employer about your registration status. UKPHR will only share your information with others in accordance with its written Confidentiality and Data Protection Policies.
- 2.6 UKPHR will provide you with registration on our public register and the necessary support for you to be continuously registered for so long as you maintain your registration in accordance with these Conditions. UKPHR may change the terms of your registration from time to time.
- 2.7 You agree to make reasonable use of the support provided and to comply with these Conditions and carry out the activities required, for example, Continuing Professional Development (CPD) and revalidation.
- 2.8 UKPHR can apply conditions to your registration or cancel your registration if it is reasonably necessary to do so for reasons of health, safety and welfare of yourself or others, or to comply with statutory responsibilities.
- 2.9 There may be some exceptional circumstances in which UKPHR is unable to provide the registration for which you applied.
- 2.10 UKPHR can end this agreement and cancel your registration if:
 - 2.10.1 You have provided us with false or misleading information;
 - 2.10.2 You have not done something you were required to do to as a condition of your registration (for example, maintain your CPD or revalidate successfully);
 - 2.10.3 You do not pay your fees;
 - 2.10.4 You are found to have committed a serious breach of UKPHR's Code of Conduct.
- 2.11 You will be given by UKPHR a personal area of UKPHR's website with your own log-in details, which you must use responsibly and in accordance with our rules for users.
- 2.12 You must provide UKPHR with your contact details and keep them up to date. UKPHR will communicate with you by email, through its website, and by post. It is your responsibility to check for messages regularly and to respond where necessary.

3. Your agreement to register

The terms of the Agreement

- 3.1 When UKPHR formally accepts your application to register and sends you a certificate of registration, we are entering into a legal agreement with each other. In these Conditions the words “we” and “our” refer to UKPHR unless the context suggests otherwise.
- 3.2 UKPHR is a Company Limited by Guarantee registered under the name PUBLIC HEALTH REGISTER at Companies House (Registration Number 4776439) and a charity registered in England & Wales (Registration Number 1162895) and registered in Scotland (Registration Number SC045877). Our registered address is Suite 18c, McLaren Building, 46, Priory Queensway, Birmingham B4 7LR.
- 3.3 These Conditions and the Registration Application contain the terms of the agreement between us. They incorporate and are subject to the rules, regulations, policies and procedures which are made by us under our governance Articles, Standing Orders and Rules and our Code of Conduct, which are referred to in this document. Together, they set out the rights and responsibilities of each of us which will apply while you are a registrant.
- 3.4 These documents contain the entire agreement between us. If, at any time, any UKPHR employees or agents have agreed anything inconsistent with these Conditions, the contents of this agreement will always take priority.
- 3.5 We may change rules, regulations, policies and procedures during the time when you are registered with us. We will give you reasonable notice of changes to the regulations and rules, and the date they take effect. We will consult you before making significant changes (changes that are more than incidental, administrative or “de minimis”). You will be informed of any such changes and these Conditions will incorporate and be subject to changes that take effect during the period for which these Conditions apply.
- 3.6 These Conditions, the Registration Application, and the rules, regulations, policies and procedures which are referred to, are governed by English law.

Additional conditions to comply with statutory responsibilities

- 3.7 We may impose conditions on your registration or vary the terms on which you are registered and your access to services and facilities, notwithstanding anything in this agreement or the rules, regulations, policies and procedures if, in our opinion, it is reasonably necessary to do so in order to comply with its duties to protect the health and safety of staff, contractors and members of the public, its duties with respect to the safeguarding of young persons or vulnerable adults or in order to comply with its obligations under the Equality Act 2010 or any other statutory duty or obligation.

Registration

- 3.8 The Registration contract will be effective from when we confirm formally (by letter or by email) that: (1) we have accepted your application to register and (2) you have paid the relevant fee or provided an approved payment method. We will send you a certificate of registration in confirmation.

Residence requirements

- 3.9 You will not be eligible to register with us if you are not resident in the UK and in addition to residence you are expected to be engaged in, or have the offer of work in, public health practice in the UK.
- 3.10 If you are currently resident in the UK on a visitor visa, student visitor visa or working holiday visa, which only allows a stay in the UK for up to six months, you will not be eligible to register.
- 3.11 If once registered you leave the UK you will no longer be eligible to be registered, temporary absences from the UK excepted. By temporary absence, we mean periods away from the UK during which you do not change your residence permanently or change your domicile and in any event the period of absence does not exceed a continuous period of more than 2 years. We may grant an extension of the 2 years in exceptional circumstances.

Language requirements

- 3.12 We may refuse to grant an application for registration, including an application for restoration of registration, in any case where the applicant has not demonstrated the necessary knowledge of English. Legislation in Wales applies specifically to the knowledge of Welsh which may be required for specific posts.

Personal information

- 3.13 The personal information which we have collected from you is shown in the profile section of your personal area on our website. We also keep records of your contact with us.
- 3.14 We have Confidentiality and Data Protection Policies. When you register with us you are agreeing to the personal information that you have supplied to us being used and processed in accordance with those policies. This may include using your personal information, together with the records we will keep, to provide support to you and to protect the public from harm. We will treat your disclosure of such information and your acceptance of these Conditions as explicit consent to use this information for this purpose.
- 3.15 We use the information that we hold in our records to process your registration, to keep in touch with you, to support you and to provide services and facilities, so it is important that it is correct. It is your responsibility to keep your personal information up to date and to notify us of any changes or errors. You must notify us within a reasonable time if you change your name, the country where you are resident or ordinarily resident, or any of your contact details.
- 3.16 Details of how you may change any of your personal information are set out on our website, including in your personal area of our website. We may require you to provide satisfactory evidence of any change before our records will be updated. Further details of when evidence may be required and what evidence will be accepted are also included in the information on our website.

- 3.17 Any certificate in respect of your registration will be issued in the name that we hold in our records at the point when the certificate is issued. A certificate will not be amended or reissued in a different name if a change of name is notified after the date of your relevant registration except in the case of an error by us in recording your personal details or if a valid request is made under the Gender Recognition Act 2004. A duplicate certificate will be issued in the same name as the original certificate (unless amended as above), even if a change of name may subsequently have been notified.

Complaints and appeals

- 3.18 We have Complaints and Appeals rules and procedures. Where these rules apply, we are bound to follow them and you are bound to accept their application to you. Where these procedures apply, we recommend that you do not take legal action against us until those procedures have been completed.

Lapse of registration for non-compliance

- 3.19 If after your registration you fail to comply with our requirements for maintaining your registration, for example in respect of our requirements for renewal, re-registration or revalidation, we may cancel your registration. You will be given notice of our intention to cancel your registration and a final opportunity to put right the failing.
- 3.20 If your registration is cancelled under 3.18, it will be reinstated if you contact us within 15 working days of the date of cancellation having put right the failing.
- 3.21 We will notify any known employer of your lapse in registration if it is not put right under 3.20.
- 3.22 For any restoration of registration outwith 3.20 (and any second need for restoration under 3.20 within a 5-year registration cycle) you are required to make application in the manner we prescribe and pay an application fee set by us. We may waive the fee in whole or in part in exceptional circumstances.

4. Our obligations to you

Our services to you

- 4.1 We will provide you with the registration services set out in these Conditions; we will maintain a public register of registrants; we will support you to maintain your registration continuously for so long as you maintain your registration in accordance with these Conditions.
- 4.2 We will provide our services to you diligently and with reasonable care and attention, seeking to achieve continuous improvement in our performance and promoting continuous improvement in public health practice by you and all other registrants.
- 4.3 We will deliver services to you in a lawful manner and observe all relevant laws and rules that apply to our operations. We will not do anything knowingly that would jeopardise our lawful status (for example, as a Limited Company or as a registered charity) or jeopardise objective standards of good practice applicable to our operations (for example, accreditation of our register).

Personal and confidential data

- 4.4 We will protect personal and confidential data we receive from you and/or about you and we will not share such data with any third party other than as may be required of us by law or in accordance with these Conditions and our Confidentiality and Data Protection Policies.

Communication

- 4.5 We will give you a personal area of our website with your own log-in details, which you must use responsibly and in accordance with our rules for users, and maintain communications with you by this channel as well as by email, post and telephone.

Changes to these Conditions

- 4.6 We may change the terms of your registration and these Conditions from time to time, but we will give you reasonable notice of changes to the regulations and rules, and the date they take effect. We will consult you before making significant changes (changes that are more than incidental, administrative or “de minimis”). We will inform you of any such changes.

Circumstances outside our control

- 4.7 In addition to our right to make changes to these terms as set out in 4.6 (and in 3.5 above), we may make changes to these terms when circumstances arise outside our control. We will take all reasonable steps to provide the registration services that you have registered to receive. There may be circumstances outside our control where we are unable to provide those services in full or in part for reasons such as fire, flood, pandemic, terrorist acts or industrial disputes. Where those, or similar, circumstances arise we will minimise disruption so far as we are reasonably able and, wherever practicable, will provide you with reasonable alternative arrangements to continue with your registration.

5. Your obligations to us

Your public health practice

- 5.1 You must comply with these Conditions while you are registered by us. Your public health practice must be carried out competently and ethically and in accordance with our Code of Conduct (you are referred to *Good Public Health Practice* for a more detailed explanation of what this compliance entails). You should share our ambition for continuous improvement in your and other registrants' public health practice.
- 5.2 You are expected to make reasonable use of the support we provide, when necessary, and you must comply with the professional obligations underpinning these Conditions, for example in relation to Continuing Professional Development (CPD) and revalidation.

Payment of fees

- 5.3 You must pay registration fees for your registration, including for annual renewal of your registration. If you do not pay your fees, we can end this agreement and remove your name from the register and/or can take legal action to recover unpaid fees from you.
- 5.4 There may be additional costs of achieving registration (for example, portfolio assessment fees) or maintaining and restoring registration (for example, restoration to registration after lapse), and where we require additional fees to be paid, you must pay them.

Duty of candour

- 5.5 You must be truthful and honest in all your dealings with us and complete all our required forms, statements and declarations fully and truthfully. You must not provide us with false or misleading information.

Communication

- 5.6 We will give you a personal area of our website with your own log-in details, which you must use responsibly and in accordance with our rules for users.
- 5.7 You must provide us with your contact details and keep them up to date. We will communicate with you by email, through our website, and by post. It is your responsibility to check for messages regularly and to respond where necessary.

6. Conduct, health and fitness to practise

Personal responsibility

- 6.1 You are required at all times while you are on our register to be fit to practise public health in terms of your competence, conduct and health. You must disclose to us any circumstances that may cause your fitness to practise to be called into question. This obligation relates to all applications, forms, statements and declarations you present to us but extends further: You must proactively communicate to us any relevant circumstance touching on these matters whether it is your own concern or one that is raised by a third party.

Investigations

- 6.2 We will investigate any relevant concerns and you must cooperate with us in the carrying out of our investigations, your legal and professional rights and obligations permitting.
- 6.3 Our Registrar, our Fitness to Practise Panel and our Appeals Panel all have powers, under our rules, to investigate matters touching on your conduct, health and fitness to practise and you must cooperate with them in their discharge of their duties in relation to investigations, consideration of evidence and decision-making in relation to determination and sanctions (where applicable), your legal and professional rights and obligations permitting.

Resignation from the register

- 6.4 If you discontinue your registration, by any means, when an investigation under 6.2 and/or 6.3 is pending or in progress, we shall continue our proceedings with a view to reaching a conclusion, and publishing any relevant findings, recognising that there may be sanctions unavailable to us. For example, erasure would be otiose if registration had already been terminated.

Outcomes

- 6.5 Determinations available to us include:
- 6.5.1 Take no further action;
 - 6.5.2 Invite a registrant to agree a statement of remedial action;
 - 6.5.3 Issue a warning to a registrant;
 - 6.5.4 Place conditions on a registrant's practice;
 - 6.5.5 Suspend a registrant's registration for a period not exceeding 12 months; and
 - 6.5.6 Erase the registrant's name from the register.

Sharing information with others

- 6.6 We will, in appropriate circumstances, communicate data, including data personal and confidential to you, to relevant regulators, employers and other bodies where required by law and/or our procedures and processes.

7. Ending your registration

Your right to cancel your registration

- 7.1 You may cancel your registration at any time by giving us written notice (including notice by email or through our website) of cancellation. Your registration will be cancelled with effect from the date we receive your notice or such later date as you may specify in your notice. If your registration is cancelled under this paragraph any payment or part payment of fees you have already made for the registration year in which you cancel will not be refunded.
- 7.2 Your registration fees must be paid up to the date of your cancellation and any outstanding fees must be paid within 30 days of your cancellation. If you fail to pay any outstanding fees you will be in debt to UKPHR and UKPHR may take action to recover that debt.

Our right to cancel your registration

- 7.3 UKPHR may cancel your registration if:
- 5.3.1 at any time we find that you have given us information which is untrue or misleading;
 - 5.3.2 you fail to meet any health or conduct requirements of registration;
 - 5.3.3 you fail to pay registration fees, including for renewal of registration, and/or charges due from you to UKPHR;
 - 5.3.4 you break any of the conditions set out in these Conditions and the Registration Application (and any of the other rules and regulations referred to in them) or in any supplementary agreement;
 - 5.3.5 your registration is terminated by UKPHR's Fitness to Practice Panel as a result of a breach of UKPHR's Code of Conduct or some other substantial reason.

Cancelling your registration when registration requirements are not met

- 7.4 UKPHR may cancel your registration or refuse to renew it, as the case may be, if you have ceased to meet one of the following conditions that is a requirement of registration:
- 5.3.1 Fitness to practise in public health whether by reason of health or conduct;
 - 5.3.2 Maintenance of professional standing.
- 7.5 You must tell UKPHR if at any time while you are a registrant you cease to meet either or both of these conditions which apply to you in connection with your registration.

8. Your fees

Your agreement to pay registration fees and other charges

- 8.1 When you register as a registrant with UKPHR you agree that you will pay the registration fees and other charges which are due in respect of your registration, including annual renewal of your registration. The registration fee you agree to pay is shown in the Registration Application. By applying to register with UKPHR and agreeing to these Conditions, you also expressly agree to pay all and any subsequent or additional fees and charges which are due to UKPHR in respect of your registration, including your continued registration. You will be provided with information about those subsequent and additional charges when they are due and how they may be paid, at any time when they fall due.
- 8.2 UKPHR may change the rates of fees and charges payable during the time when you are registered with UKPHR. UKPHR will give you reasonable notice of changes to rates of fees and charges, and the date they take effect. UKPHR will consult you before making significant changes to rates of fees and charges (changes that are more than incidental, administrative or “de minimis”).

Your liability for fees

- 8.3 When you register with UKPHR you agree to pay the whole of the fees which are set out in the Registration Application.
- 8.4 If you are not paying your fees in full at the time of registration, UKPHR may accept payment by such manner and in such sums as may be agreed with you.

What UKPHR may do if you fail to pay fees and charges

- 8.5 If you do not pay your fees or provide an approved payment method at the time of registration, including renewal of registration, we will refuse or cancel, as the case may be, your registration.
- 8.6 If you are permitted to register having agreed to make payment of fees and charges to UKPHR by such means and in such sums as were agreed at the time of your registration (or renewal of registration), and you fail to make one or more payments within a reasonable time of an agreed payment date, or in a sum less than was agreed would be paid, UKPHR may cancel your registration. You will be given notice of our intention to cancel your registration and a final opportunity to secure the payment or to pay by a different method. If your registration is cancelled under this paragraph any part payment of fees you have already made will not be refunded.
- 8.7 If we have accepted your registration and, for any reason, the payment method we have accepted is cancelled or withdrawn (for example a cheque payment is not honoured by your bank) we may cancel your registration. You will be given notice of our intention to cancel your registration and a final opportunity to secure the payment or to pay by a different method.
- 8.8 If your registration is cancelled under 4.6 or 4.7 above it will be reinstated if you contact us within 15 working days of the date of cancellation having secured an agreed payment method or if you provide payment by a different method.

- 8.9 If your registration is cancelled under any of the above provisions, you will remain personally liable to UKPHR for all the fees and charges which are due by the date of the cancellation. If you do not pay those fees and charges you will be in debt to UKPHR and UKPHR may take action to recover that debt.
- 8.10 If you are required to pay any other charges in connection with your registration (for example an application fee for restoration to the register after lapse) and you do not pay those charges when they become due, you may not be provided with the services or facilities to which those charges relate. If, at UKPHR's discretion, the services or facilities are provided and the charges remain unpaid, you will be in debt to UKPHR and UKPHR may take action to recover that debt.
- 8.11 If you are in debt to us, we will:
- 4.11.1 Notify you of what action you may take, if appropriate, to limit any liability for further fees and other charges that may become due and give you a reasonable opportunity to take that action before any further liability will be incurred;
- 4.11.2 Notify you that you are in debt, the amount of the debt and how you may pay that debt and give you a reasonable opportunity to pay any outstanding fees or other charges before taking any further action against you.

Consequences of non-payment of registration fees and other charges

- 8.12 If you do not pay your outstanding fees or other charges, including any further fees and other charges that may fall due, we may take all reasonable steps including legal action to recover those fees and other charges from you. If we continue, at our discretion, to provide registration services, we reserve the right to take the actions shown above at a later date.

9. Computing

Your UKPHR computing personal area on UKPHR's website

- 9.1 UKPHR will provide you with a secure computing personal area on UKPHR's website. It is your responsibility to keep your area secure and confidential. You must comply with our computing requirements.
- 9.2 You and we have a shared obligation to keep our knowledge and skills relating to cyber security up to date.

Keeping your computing personal area secure

- 9.3 You must notify UKPHR as soon as reasonably practicable if you think that the security and confidentiality of your personal area has been compromised in any way.
- 9.4 If you do not comply with this notice requirement and subsequently damage is caused to UKPHR's website or its registration services through fraudulent transactions relating to your personal area, you may be liable to compensate UKPHR and any third parties for any loss or damage thereby caused them.

Using your personal area on UKPHR's website

- 9.5 Your computing personal area on UKPHR's website enables you to participate in online management of your personal details on UKPHR's register and other related activities. When you participate in these activities, your name, preferred email address, and the content you contribute, will be displayed online to UKPHR staff who have a need to see the information concerned.
- 9.6 By entering into this registration agreement, you expressly consent to this information being processed as explained above.

Draft for consultation

10. How we will communicate with you

Your email address

- 10.1 You must provide us with a valid email address, which we will use to correspond with you. You must inform UKPHR of any changes to your preferred email address by updating your personal profile in your personal area on UKPHR's website or by asking UKPHR to make the necessary change to our records.

Communicating with you by email

- 10.2 It is your responsibility to check your email regularly. You will be sent important information about your registration by email. It is also your responsibility to manage any filters on your account to ensure that email from UKPHR is sent into your 'Inbox' and not to a 'spam' or 'junk' email folder. You should ensure that your inbox has an adequate amount of space to receive messages from UKPHR.

Communicating with you through UKPHR's website

- 10.3 Our website will include details of the personal information we hold about you and it will provide you with access to your personal area on our website. It will also enable you to communicate directly with us and vice versa. We will use this facility to post messages that will be relevant to you, and may not be provided by any other media. It is your responsibility to check for these messages regularly.

Recording telephone calls

- 10.4 UKPHR may monitor and record phone calls between you and us to make sure that we have carried out your instructions correctly and to help us improve our services through staff training.
- 10.5 For more information about registration, and fees and charges, or to make changes to or cancel your registration:

Postal address: Suite 18c, McLaren Building, 46, Priory Queensway,
Birmingham B4 7LR

Email: register@ukphr.org

Telephone: 0121 296 4370

Twitter: @UKPHR1

Website www.ukphr.org

(you can send a message via our website)